EXHIBIT 6
LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (this "Modification") is made this 17th day of December, 2007, by and between (i) FIDELITY & TRUST BANK, a Maryland banking corporation having an office at 4831 Cordell Avenue, Bethesda, Maryland 20814 ("Lender"); and (ii) JOHN MCCAIN 2008, INC., a Delaware corporation having an address of P.O. Box 16118, Arlington, Virginia 22215 ("Borrower"). All capitalized terms used but not defined herein shall have the meaning attributed to such terms in the hereinafter referenced Loan Agreement.

WITNESSETH THAT:

WHEREAS, pursuant to the terms and conditions of a certain Business Loan Agreement dated November 14, 2007 (as the same may be modified or amended from time to time, the "Loan Agreement"), by and between Borrower and Lender, Borrower obtained a loan and certain other financial accommodations (collectively, the "Loan") from Lender in the original principal amount of Three Million and No/100 Dollars ($3,000,000.00); and

WHEREAS, the Loan is (i) evidenced by a certain Promissory Note dated November 14, 2007 (together with any and all extensions, renewals, modifications, amendments, replacements and substitutions thereof or therefor, the "Note"), made by Borrower and payable to the order of Lender in the original principal amount of Three Million and No/100 Dollars ($3,000,000.00), and (ii) secured by, among other things, a certain Commercial Security Agreement dated November 14, 2007 (as the same may be modified or amended from time to time, the "Security Agreement"), encumbering substantially all of the assets of Borrower; and

WHEREAS, Borrower has requested that the principal amount of the Loan be increased from Three Million and No/100 Dollars ($3,000,000.00) to Four Million and No/100 Dollars ($4,000,000.00), and Lender has agreed to increase the principal amount of the Loan pursuant to Borrower's request, subject to the terms and provisions of this Modification which shall itself evidence the increase to the principal amount of the Loan and Note, and certain other modifications to the Note, the Loan Agreement, the Security Agreement and the other Loan Documents, as hereinafter provided.

NOW THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are hereby incorporated herein by this reference and made a part hereof, with the same force and effect as if fully set forth herein.

2. Subject to the terms of this Modification, the principal amount of the Loan is hereby increased from Three Million and No/100 Dollars ($3,000,000.00) to Four Million and No/100 Dollars ($4,000,000.00), and all references to a loan amount of "$3,000,000.00" or "Three Million and 00/100 Dollars" set forth in the Note, the Loan Agreement, the Security Agreement or any other Loan Document are hereby substituted and replaced with "$4,000,000.00" and "Four Million and 00/100 Dollars", as applicable.

3. The additional One Million and No/100 Dollars ($1,000,000.00) of Loan proceeds being made available to Borrower pursuant to this Modification shall be (i) disbursed in accordance with the provisions of the Loan Agreement applicable to advances and disbursements of Loan proceeds generally, and (ii) except as otherwise expressly provided in this Modification below, secured by comparable liens and security interests on all collateral heretofore securing the Loan.

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4. Without limiting anything set forth in this Modification to the contrary, certain provisions of the Loan Agreement are hereby modified as follows:

(a) The paragraph entitled “Additional Requirement” set forth in the Affirmative Covenants section of the Loan Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

“Additional Requirement. Borrower and Lender agree that if Borrower withdraws from the public matching funds program, but John McCain then does not win the next primary or caucus in which he is active (which can be any primary or caucus held the same day) or does not place at least within 10 percentage points of the winner of that primary or caucus, Borrower will cause John McCain to remain an active political candidate and Borrower will, within thirty (30) days of said primary or caucus (i) reapply for public matching funds, (ii) grant to Lender, as additional collateral for the Loan, a first priority perfected security interest in and to all of Borrower’s right, title and interest in and to the public matching funds program, and (iii) execute and deliver to Lender such documents, instruments and agreements as Lender may require with respect to the foregoing. Borrower and Lender agree that Borrower will provide oral or written notice to Lender at least 24 hours before notice of withdrawal from the public matching funds program is provided by Borrower or John McCain to the Federal Election Commission.”

(b) The paragraph entitled “COMPLIANCE WITH THE FEDERAL ELECTION COMMISSION’S MATCHING FUNDS PROGRAM” set forth in the Loan Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

“COMPLIANCE WITH THE FEDERAL ELECTION COMMISSION’S MATCHING FUNDS PROGRAM. Borrower agrees and covenants with Lender that while this Agreement is in effect, Borrower shall not, without Lender’s prior written consent, exceed overall or state spending limits imposed under the Federal Matching Funds Program, irrespective of whether Borrower is subject to such program as of any applicable date of determination.”

(c) The paragraph entitled “STATUS OF CURRENTLY HELD CERTIFICATIONS OF MATCHING FUNDS” set forth in the Loan Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

“STATUS OF CURRENTLY HELD CERTIFICATIONS OF MATCHING FUNDS. Borrower and Lender agree that any certifications of matching funds eligibility now held by Borrower, and the right of Borrower and/or John McCain to receive payment under such certifications, are not (and shall not be) collateral for the Loan.”

(d) The definition of “Collateral” set forth in the “Definitions” section of the Loan Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

“Collateral. The word “Collateral” means all property and assets granted as collateral security for the Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of
trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise. It is expressly understood and agreed that, "Collateral" specifically excludes any certification of matching funds eligibility now held by Borrower and/or John McCain, and any right, title and interest of Borrower and/or John McCain to receive payments thereunder."

(e) The definition of "Note" set forth in the "Definitions" section of the Loan Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"Note. The word "Note" means the Promissory Note dated the date hereof, executed by Borrower and payable to the order of Lender in the original principal amount of $3,000,000, as increased to a face amount of $4,000,000.00 pursuant to that certain Modification Agreement dated December 7, 2007, by and between Borrower and Lender, together with all other amendments, modifications, extensions, renewals, replacements, restatements and substitutions thereof or therefor."

(f) The paragraph entitled "Collateral Description" set forth in the Security Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement: All inventory, equipment, accounts (including but not limited to all health-care insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property. Grantor and Lender agree that any certifications of matching funds eligibility, including related rights, now held by Grantor are not themselves being pledged as security for the Indebtedness and
are not themselves collateral for the Indebtedness or subject to this Security Agreement. Grantor agrees not to sell, transfer, convey, pledge, hypothecate or otherwise transfer to any person or entity any of its present or future right, title and interest in and to the public matching funds program or any certifications of matching funds eligibility, including related rights, issued with respect thereto without the prior written consent of Lender."

5. As a condition precedent to the effectiveness of this Modification, (i) the face amount of the Policy on the life of John McCain shall be increased from $3,000,000.00 to $4,000,000.00, (ii) evidence of such increase shall be provided by Borrower to Lender in form and substance acceptable to Lender in all respects, and (iii) the Assignment shall be deemed modified accordingly.

6. Borrower hereby represents and warrants that (a) as of December 17, 2007, the outstanding principal balance of the Loan was $2,257,671.20, and all accrued and unpaid interest thereon has been paid when due, (b) there are no set-offs or defenses against, and no defaults or Events of Default under, the Note, the Loan Agreement, the Security Agreement or any other Loan Document, (c) there exists no act, event or condition which, with notice or the passage of time, or both, would constitute a default or Event of Default under the Note, the Loan Agreement, the Security Agreement or any other Loan Document, (d) the representations and warranties of Borrower set forth in the Note, the Loan Agreement, the Security Agreement and all of the other Loan Documents are hereby remade and restated as of the date of this Modification and are true, correct and complete in all respects as of such date, and (e) the execution, delivery and performance by Borrower of this Modification (i) is within its corporate powers, (ii) has been duly authorized by all necessary corporate action, and (iii) does not require the consent or approval of any person or entity which has not already been obtained.

7. As a condition precedent to the effectiveness of this Modification, Borrower shall pay all of Lender’s costs and expenses associated with this Modification and the transactions contemplated hereby, including, without limitation, Lender’s legal fees and expenses.

8. The execution and delivery of this Modification and any act, proceeding or payment (past, present or future) related to the Note, the other Loan Documents or this Modification and all past or present acts or omissions taken or foregone or payments made or to be made by any party hereto or thereto in relation to such documents, shall not, did not and will not in any way constitute a release of any claims that Lender may have against Borrower or any other obligor with respect to any default or event of default under the Note and/or the other Loan Documents, and Lender specifically reserves all claims of any kind that Lender may now or hereafter have against Borrower and/or any other obligor, including without limitation, Lender’s claims for payment in full of the amounts due under the Note, the Loan Agreement, the Security Agreement, and the other Loan Documents, indemnity, contribution and set-off, and any and all such rights, interests, defenses, offsets and causes of action are hereby expressly reserved and preserved.

9. Borrower and its representatives, successors and assigns, hereby jointly and severally, knowingly and voluntarily RELEASE, DISCHARGE, and FOREVER WAIVE and RELINQUISH any and all claims, demands, obligations, liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions, and causes of action of whatsoever kind or nature, whether known or unknown, which each of them has, may have, or might have or may assert now or in the future against Lender directly or indirectly, arising out of, based upon, or in any manner connected with any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type, in each case related to, arising from or in connection with the Loan, whether known or unknown, and which occurred, existed, was taken, permitted, or begun prior to the date of this Modification. Borrower hereby acknowledges and agrees that the execution of this Modification by Lender shall not constitute an acknowledgment of or an

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admission by Lender of the existence of any such claims or of liability for any matter or precedent upon which any liability may be asserted.

10. In the event of a conflict between the provisions of this Modification and the provisions of the Note, the Loan Agreement, the Security Agreement and/or the other Loan Documents, the provisions of this Modification shall govern and control to the extent of such conflict.

11. This Modification shall evidence the modifications to the Note, the Loan Agreement, the Security Agreement and the other Loan Documents described herein above.

12. Except as hereby expressly modified, the Note, the Loan Agreement, the Security Agreement and the other Loan Documents shall be and remain unchanged and in full force and effect, and the same is hereby expressly approved, ratified and confirmed.

13. This Modification shall be governed by the laws of the State of Maryland and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. This Modification may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Each party agrees to be bound by its facsimile signature.

[remainder of page intentionally left blank – signature page follows]
IN WITNESS WHEREOF, the undersigned have executed this Modification on the day and year first above written.

WITNESS:

[Signature]

Name: Carla Stady

Borrower:

JOHN MCCAIN 2008, INC.

By: [Signature]

Name: Richard Davis

Title: President

Lender:

FIDELITY & TRUST BANK, a Maryland banking corporation

By: [Signature]

Name: John Richardson

Title: Senior VP

State of Virginia )
County of Arlington ) ss

This Modification was executed before me on this 18 day of December, 2007, by Richard Davis, as the President of John McCain 2008, Inc., a Delaware corporation, and being reasonably well known to me (or satisfactorily proven) to be the person who executed the foregoing document, being authorized to do so, acknowledged the same to be the act and deed of said corporation.

[Signature]
(Signature of notarial officer)

My commission expires: DECEMBER 31, 2011
EXHIBIT 7
February 6, 2008

VIA HAND DELIVERY

The Honorable David Mason, Chairman
Federal Election Commission
999 E Street, NW
Washington, DC 20463

The Honorable Ellen Weintraub, Vice Chair
Federal Election Commission
999 E Street, NW
Washington, DC 20463

RE: John McCain 2008, Inc.

Dear Commissioners:

This letter is to advise you that I, on behalf of myself and John McCain 2008, Inc., my principal campaign committee, am withdrawing from participation in the federal primary-election funding program established by the Presidential Primary Matching Payment Account Act. No funds have been paid to date by the Department of the Treasury, and the certification of funds has not been pledged as security for private financing.

I will make no further requests for matching-fund payment certifications and will not accept any matching-fund payments, including the initial amount and other amounts certified by the Commission in connection with my campaign's previous submissions. My campaign has not submitted to the Department of Treasury any bank account information and will also inform them directly of our withdrawal from the matching funds system.

Should you have any questions or desire any additional information, please contact my counsel, Trevor Potter, at 703-418-2008.

Sincerely,

[Signature]

John McCain
US Senator-AZ

cc: The Honorable Henry Paulson, Secretary, Dept. of the Treasury
    The Honorable Judith Tillman, Commissioner, Dept. of the Treasury Financial Management Service
February 7, 2008

VIA HAND DELIVERY

Commissioner Judith R. Tillman
Financial Management Service
United States Treasury Department
401 14th Street, SW
Washington, DC 20227

RE: John McCain 2008, Inc.

Dear Commissioner Tillman:

This letter is to advise you that Senator John McCain and John McCain 2008, Inc. have withdrawn from participation in the federal primary-election funding program established by the Presidential Primary Matching Payment Account Act. A copy of Senator McCain’s letter of withdrawal to the Federal Election Commission is enclosed.

Senator McCain and John McCain 2008, Inc. will make no requests for matching payments and will not accept matching-fund payments, including the initial amount and other amounts certified by the Federal Election Commission in connection with previous submissions. John McCain 2008, Inc. has not submitted any bank account information to the Department of Treasury.

Should you have any questions or desire any additional information, please contact me at 703-418-2008.

Sincerely,

Trevor Potter
General Counsel
John McCain 2008, Inc.

cc: The Honorable Henry Paulson, Secretary, Department of the Treasury
The Honorable David Mason, Chairman, Federal Election Commission
The Honorable Ellen Weintraub, Vice Chair, Federal Election Commission